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Jun 26 2023

Gas Services Department  
Railroad Commission of Texas

Easton Energy Pipelines LLC Tariff No. 2.3.0  
(Cancels Easton Tariff No. 2.2.0)

**[C] ~~ADOPTION NOTICE~~**  
**EASTON ENERGY PIPELINES LLC**  
**Pipe 805B**

LOCAL TARIFF

CONTAINING

**RULES, REGULATIONS AND RATES**

GOVERNING THE TRANSPORTATION

OF

**PETROLEUM PRODUCTS**

**(as defined herein)**

BY PIPELINE

~~[C] Easton Energy Pipelines LLC is adopting herein the rules, regulations, and rates set forth in Ocelot Energy Management LLC's Tariff No. 2.1.0. Such rates, rules and regulations are being brought forth unchanged, unless otherwise indicated herein~~

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Rules and regulations published herein apply only under tariffs making specific reference by number to this tariff; such references will include subsequent reissues thereof.

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The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

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P-5 Operator ID: 617571

T-4 Permit Information: 10047 (expires May 8, 2021)

~~[W] Easton Energy Pipelines Live Oak~~ LLC is the owner of the pipeline providing service under this tariff.

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**EFFECTIVE DATE: July 1, 2023**

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## **SECTION I RULES AND REGULATIONS**

### **1. DEFINITIONS**

“Barrel” or “bbl” means forty-two (42) U.S. gallons.

“Carrier” means and refers to Easton Energy Pipelines LLC. “Consignee” means the party to whom a Shipper has ordered the delivery of Petroleum Products.

“Consignor” means the Person from whom a Shipper has ordered the receipt of Petroleum Products.

“FERC” means the Federal Energy Regulatory Commission.

“Petroleum Products” means and is limited to TBA (tertiary butyl alcohol).

“Shipper” means the party who contracts with Carrier for transportation of Petroleum Products.

### **2. COMMODITY**

Carrier is engaged in the transportation of Petroleum Products by pipeline and will not accept any other commodity under this tariff. Petroleum Products will be accepted for transportation only at such time as Petroleum Products are of the same quality and specifications as defined in Item 8 herein.

### **3. TENDERS**

Tenders will be accepted for the same kind and quality of product aggregating ten thousand (10,000) barrels or more. Carrier may, at its option for its convenience, transport such commodity by intermittent pumpings.

- a) Petroleum Products will be transported only under a tender accepted by Carrier from facilities connected to Carrier’s system when a tariff covering the movement is lawfully in effect.
- b) Any Shipper desiring to tender Petroleum Products for transportation shall make such tender to Carrier in writing on or before the 15th day of the month preceding the month during which the transportation under the tender is to begin; except that if space is available for current movement, a Shipper may tender Petroleum Products for transportation at a later date.

### **4. RECEIPT, DELIVERY, AND LEGALITY OF SHIPMENTS TENDERED**

Petroleum Products tendered for shipment will be received into the pipelines of Carrier only under the conditions that:

- a) Shipper has provided adequate pumping equipment and facilities to Carrier for injecting Petroleum Products into Carrier's pipeline at a pumping rate satisfactory to Carrier; and
- b) Petroleum Products tendered for shipment are of the same kind and quality as that being transported by Carrier and the transportation of such Petroleum Products would result in no damage to the quality or characteristics of other shipments; and
- c) Shipper or Consignee has provided adequate facilities for receiving the shipment as it arrives at the destination; and
- d) Shipper and Consignee have complied with all applicable laws, rules, and regulations made by any government authorities regulating the shipment of Petroleum Products.

## **5. IDENTITY OF PETROLEUM PRODUCTS**

Carrier will use its best efforts to maintain the identity of individual shipments of Petroleum Products. However, in view of the impracticability of maintaining the exact identity of shipments at all times, Carrier reserves the right at any time to substitute and deliver a product of the kind and quality comparable to the Petroleum Products shipped. Carrier will not be liable for discoloration, contamination, or deterioration of Petroleum Products in transit as may result from normal pipeline operations.

## **6. DETERMINATION OF QUANTITIES AND QUALITY OF PRODUCT**

Carrier shall provide metering for custody transfer of commodity on both receipts and deliveries. Connections will be provided for sample accumulation for quality analysis. Carrier will not be responsible for quality. Sample container changing and quality analysis shall be the responsibility of the Shipper.

## **7. APPORTIONMENT WHEN CURRENT OFFERINGS ARE IN EXCESS OF CAPACITY**

When, pursuant to tenders hereunder, there shall be offered to Carrier more Petroleum Products than can be immediately transported, the transportation shall be apportioned among all Shippers in proportion equal to the average daily quantity of Petroleum Products shipped by each Shipper over the last twelve (12) months, with up to five percent (5%) of system capacity reserved for Shippers with no such average.

## **8. QUALITY SPECIFICATIONS**

Carrier offers transportation of Petroleum Products only when it meets the following specifications:

<b><u>TBA</u></b>	<b><u>Listed Wt%</u></b>
H2O	2-7 (Seasonal)
Methanol	0.7
Acetone	2.5
Tsopropanol	1.3
Tert-13utonal	91.0 (Seasonal)
Isobutanol	1.0
Heavies	0.7
MLK	0.5
Other	0.3

## **9. TITLE**

The act of delivering Petroleum Products to Carrier for transportation shall constitute a warranty by Shipper that Shipper or Consignee has unencumbered title thereto and that the same was produced in accordance with law. Acceptance by Carrier shall not be deemed as a representation by Carrier of title.

## **10. LIABILITY OF CARRIER**

Carrier shall not be liable for any loss of Petroleum Products herein described, or damage thereto, or delay, because of an act of God, the public enemy, quarantine, the authority of law, strikes, riots, or the acts of default of Shipper or Consignee or from any other cause not due to the negligence of Carrier; in case of losses from such causes, other than negligence of Carrier, losses shall be charged proportionately to each shipment in ratio that such shipment, or portion thereof, received and undelivered at the time the loss or damage occurs, bears to the total of all shipments, or portions thereof, then in the custody of Carrier for shipment via the line or other facilities in which the loss or damage occurs; the Consignee shall be entitled to receive only that portion of his shipment remaining after deducting his proportion of such loss or damage, determined as aforesaid, and shall be required to pay transportation charges only on the quantity delivered.

## **11. PAYMENT OF CHARGES**

Carrier shall have a lien on all Petroleum Products to cover charges for transportation, including demurrage, and may withhold delivery of Petroleum Products until said charges are paid. Carrier may require Shipper or Consignee to prepay said charges.

## **12. TIME LIMITATIONS OF CLAIMS**

As a condition precedent to recovery of loss, damage, or delay, claims must be filed in writing with the originating or delivering Carrier within nine months and one day after delivery of the property, or in the case of failure to make delivery, then within nine months and one day after a reasonable time for delivery has elapsed; and suits shall be instituted against the Carrier only within two years and one day from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claims will not be paid.

**13. QUANTITIES DELIVERABLE**

The quantity of Petroleum Products deliverable at destination shall be the quantity received at origin, less shrinkage, evaporation, or other loss in transit, including leaks and breaks, resulting from any cause other than negligence on the part of Carrier.

**14. RATES APPLICABLE TO AND FROM INTERMEDIATE POINTS**

Petroleum Products received from a point on Carrier's line that is not named in this tariff, but which point is intermediate to a point from which rates are published in this tariff, will be assessed the rate in effect from the next more distant point published in this tariff.

**15. TRUNK RATE ESCALATION**

The trunk rate may be increased by Carrier annually, effective August 1 of each year, in accordance with the annual FERC index, set forth in FERC regulation 18 C.F.R. § 342.3, or any successor thereto.

**SECTION II**  
**TABLE OF RATES**

The trunk rate on Pipe 805B will be as follows:

Origin Point(s)	Destination Point	Quantity	Rate (cents/bbl)
Lyondell Chemical Company Bayport (Harris Co.), TX	Lyondell Chemical Company Channelview (Harris Co), TX	<15,000 bbls/day	[I] <u>81.32</u>
		≥15,000 bbls/day	[I] <u>57.37</u>

**Explanation of Reference Marks:**

- [C] Cancel  
[I] Increased rate  
[W] Change in wording only